

[REDACTED]
[REDACTED]
Villa Park, IL [REDACTED]
[REDACTED]
[REDACTED]

December 4, 2024

Sent via Certified Mail with Return Receipt

FCA US LLC Legal Department

1000 Chrysler Drive

Auburn Hills, MI 48326-2766

CC:

- FCA US LLC Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004
- Sam Barakat, General Manager
St. Charles Chrysler Dodge Jeep
1611 E Main St.
St. Charles, IL 60174
- Consumer Protection Division
Office of the Illinois Attorney General
500 South Second Street
Springfield, IL 62701
- National Highway Traffic Safety Administration (NHTSA)
1200 New Jersey Avenue SE
Washington, DC 20590

Subject: Follow-Up Request for Immediate Compensation and Lease Termination Due to Recall 95B/NHTSA 24V-720

Dear FCA US LLC Legal Department,

I am writing to follow up on my previous correspondence dated November 11, 2024, concerning Recall Number 95B/NHTSA 24V-720 for my 2022 Jeep Grand Cherokee (VIN:

1C4RJYC69N8 [REDACTED]. This recall addresses a critical defect in the high-voltage battery pack, which may contain cells with separator damage, potentially leading to vehicle fires. Despite my previous efforts, including contacting the FCA Recall Assistance Center, visiting the St. Charles Chrysler Dodge Jeep dealership in October 2024, and writing directly to both the FCA Legal Department and Customer Service Center, there remains no definitive date for the repair as of today.

Efforts to Resolve Recall Issues

On December 3, 2024, I had an appointment to pick up a rental vehicle arranged by FCA at the St. Charles dealership. The Service Manager, Russell Rochacz, required me to sign an agreement stating I would be charged \$70.00 per day and bear the cost of insurance. Although Mr. Rochacz verbally assured me that FCA would cover these fees, the dealership refused to provide written confirmation. Without such documentation, and considering the additional cost of insurance, I was compelled to decline the rental offer.

Additionally, on the same day, I met with the dealership's Business Development Manager, Nael Atiq, to explore the option of trading in my vehicle with a lease payoff as an alternative resolution. However, the terms provided required me to pay \$30,000 out of pocket to finalize a deal for a new vehicle. The lease payoff terms through Ally Financial Lease also stipulated that all recalls must be completed—a condition currently impossible to fulfill due to the ongoing recall issue. Copies of the lease payoff information from Ally Financial Lease and the dealership's appraisal are enclosed for your reference.

Impacts of Recall and Delays

This recall continues to cause significant loss of use, comfort, financial value, and peace of mind. The following impacts remain unresolved:

1. **Safety Concerns and Fear of Use:** The risk of battery fires has made me hesitant to drive my vehicle, park it near property, or allow my family to use it, significantly impacting its utility and safety.
2. **Exposure to Harsh Conditions:** Due to safety risks, I cannot park my vehicle in my garage, leaving it exposed to winter conditions. This exposure has accelerated wear, diminished resale value, and required additional time warming the car before driving in cold weather.
3. **Loss of Hybrid Functionality:** The inability to safely use the hybrid system has rendered the vehicle incapable of achieving the fuel efficiency and reduced emissions that motivated my purchase.
4. **Reduced Fuel Efficiency and Increased Costs:** Without the hybrid system, I am experiencing poorer gas mileage and higher fuel costs, negating the benefits of owning a hybrid vehicle.
5. **Loss of Comfort and Convenience:** Parking in a heated garage provided comfort and convenience that I can no longer access due to recall risks.
6. **Unmet Environmental Goals:** My ability to contribute to reducing my carbon footprint has been completely undermined by the recall.

Request to Satisfy Current Lease and Facilitate New Vehicle Purchase

I request that FCA satisfy the terms of my current lease with Ally Financial Lease at no additional cost to me. In exchange, I am willing to purchase a new vehicle from St. Charles Chrysler Dodge Jeep, with all available incentives applied to the purchase of the new vehicle.

Compliance with Illinois Merchantability Law and NHTSA Requirements

Under Illinois law, repairs must be completed within a reasonable timeframe to maintain the expected use and safety of the vehicle. Additionally, the National Highway Traffic Safety Administration (NHTSA) requires that manufacturers remedy safety defects at no charge and within a reasonable time. (nhtsa.gov) The extended delay fails to meet these standards, necessitating a comprehensive resolution.

The recall and FCA's insufficient responses are compromising my safety, finances, and peace of mind. I expect FCA to take immediate action to address these concerns and provide the requested resolution without further delay.

Thank you for your prompt attention to this matter. I look forward to a satisfactory response.

Sincerely,



Enclosures:

- Lease payoff information from Ally Financial Lease
- Vehicle appraisal from the dealership

Ally Financial Lease Quote Sheet

Vehicle Details

Dealership: Al Piemonte Cadillac, Inc.
 Vehicle: 2022 Jeep Grand Cherokee
 VIN: 1C4RJYC69N [REDACTED]
 Agreement Number: [REDACTED]
 Quote Date: December 03, 2024
 Mileage: 22,000
 Scheduled End Date: November 11, 2027

QUOTE INFORMATION:

Quote Type	Quote Amount	Good Through	A few things you should know
Purchase for Inventory	\$60,554.58	12/10/2024	All recalls must be completed prior to selling the vehicle. IMPORTANT NOTICE: Dealer Purchase for Inventory Quote and Dealer Net Purchase for Inventory Quote amounts are NOT "payoff" amounts or outstanding lease balances that lessees owe. A dealer purchase for inventory is NOT a trade-in of the leased vehicle. After a dealer purchase for inventory, any new lease or retail contract with the lessee must NOT show a trade-in, and must NOT show any portion of a Dealer Purchase for Inventory Quote amount or a Dealer Net Purchase for Inventory Quote amount as a "payoff" amount or an outstanding prior lease balance. This quote is contingent on all prior payments clearing the financial institution against which they were drawn. Quote for dealer purchase for inventory only - not for resale to customer returning the vehicle. If additional charges (for example, unpaid summons, summons fee, late charge or return check fee) are assessed after the date of this quote the lessee will be responsible for those charges. Quote for dealer purchase for inventory only - not for resale to customer returning the vehicle.
Resale to Lessee	\$60,554.58	12/11/2024	All recalls must be completed prior to selling the vehicle. IMPORTANT NOTICE: On a Dealer Purchase for Lessee buyout, you may not charge the lessee an administrative, documentary, or other unofficial fee. This quote is contingent on all prior payments clearing the financial institution against which they were drawn. Verification that vehicle was resold to the lessee is required (Ally Dealer Confirmation of Vehicle Sale Letter and Bill of Sale). Lessee's purchase option price is \$31,073.00 plus \$29,481.58 for other amounts owed. Dealership may add applicable government fees (no documentary fees) and taxes, plus the cost of Certified Used Vehicle Certification (CUV) and repairs necessary (if any) to obtain the (CUV). If additional charges (for example, unpaid summons, summons fee, late charge or return check fee) are assessed after the date of this quote the lessee will be responsible for those charges.

Lease Return	\$29,876.58	12/11/2024	All recalls must be completed prior to selling the vehicle. This quote is contingent on all prior payments clearing the financial institution against which they were drawn. Quote is the maximum amount the lessee will owe, assuming no excess wear charges. The lessee may be responsible for the disposition fee, any excess wear charges and for any mileage driven over 50,071 at the rate of \$0.20 per mile, plus applicable taxes. If additional charges (for example, unpaid summons, summons fee, late charge or return check fee) are assessed after the date of this quote the lessee will be responsible for those charges. This quote will include any applicable security deposit. After the vehicle is returned, the lessee will receive a final settlement letter that reflects the application of any credits and shows any amounts still owed. If SmartLease Protect/Select is included in lease agreement, this quote only includes the excess mileage benefit based on the current mileage provided, it does not reflect any excess wear benefits that SmartLease Protect/Select may provide the lessee. If the customer's contract includes a disposition fee and they lease or finance another vehicle with Ally within 30 days of the end of their lease, the disposition fee will be waived or refunded if already paid. This contract includes a disposition fee in the amount of \$395.0. Please be aware this amount does not include any applicable sales/use tax. If the customer's contract includes a disposition fee and they lease or finance another vehicle with Ally within 30 days of the end of their lease, the disposition fee will be waived or refunded if already paid.
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For quicker processing and handling times, visit www.ally.com/ridereturn to complete the vehicle grounding and purchase using SmartCash.

You may also remit checks to:
 Ally Financial
 Payment Processing Center
 6125 Lakeview Rd, Suite 800
 Charlotte, NC 28269

Keep in mind, it takes time for a payment by check to reach us and for us to process it. Paying with SmartCash is a faster way to complete the vehicle grounding and purchase process.

Note: Once you select your payment method, upload the Odometer Disclosure Statement and the Assignment of Credits/Application of Credits letter (if applicable). If you need help submitting documents, call the Ally Remarketing team Monday - Friday 7 am - 5 pm CT. Dial **1-877-290-9544**, select **option 3**, then **option 1**.



St Charles Chrysler Dodge Jeep
1611 East Main St
Saint Charles, IL 60174

Appraisal Voucher

Customer Information Name: [REDACTED] Address: [REDACTED] City: Villa Park Region: Illinois Postal Code: [REDACTED] Home Phone: [REDACTED]	Appraisal Information Completed Date: 12/3/2024 2:10 PM Appraised Value: \$30,000.00 Appraiser: Nael Atiq Salesperson: Dave Zegar						
Vehicle Description Year: 2022 Make: Jeep Model: Grand Cherokee Series: Trailhawk 4xe	Vehicle Details Odometer: 34,276 VIN: 1C4RJYC69N8 [REDACTED] Color: Silver Zynith						
Owner Acknowledgement <p>The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.</p> <table><tr><td>Vehicle Salvaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td><td>Flood Damage Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td><td>Factory Buyback Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td></tr><tr><td>Previously Damaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td><td>Emission Systems Verified Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td><td>Odometer Replaced Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td></tr></table> <p>Owner Signature _____ Date _____</p> <p>Sales Manager _____</p> <p>Appraiser _____</p>		Vehicle Salvaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Flood Damage Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Factory Buyback Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Previously Damaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emission Systems Verified Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Odometer Replaced Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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Villa Park, IL
Department of Transportation
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Washington, DC 20590

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